

REQUEST FOR APPLICATION



RFA to The Kentucky Office of Vocational Rehabilitation Supported Employment Programs Grant Application

DEADLINE: 4:00 P.M. (EST) October 2, 2015	ISSUED BY: Education and Workforce Development Cabinet, On behalf of the Kentucky Office of Vocational Rehabilitation
ADDRESS QUESTIONS TO: Lori Miller Education and Workforce Development Cabinet Procurement Branch LoriB.Miller@ky.gov	SUBMIT APPLICATIONS TO: Lori Miller Education and Workforce Development Cabinet 232 Capital Plaza Tower 500 Mero St. Frankfort, KY 40601

SPECIAL INSTRUCTIONS:

- ☐ Failure to comply with technical requirements may deem your application non-responsive.
- ☐ Education and Workforce Development Cabinet reserve the right to waive minor technical deficiencies.

The Kentucky Office of Vocational Rehabilitation
Supported Employment Programs Grant Application
Grant period October 15, 2015 to June 30, 2016

1. Introduction

A. Purpose/Background

Individual Placement and Supports (IPS) supported employment helps people with severe mental illness work at regular jobs of their choosing. Although variations of supported employment exist, IPS refers to the evidence-based practice of supported employment.

Characteristics of IPS supported employment are as follows:

1. It is an evidence-based practice
2. Practitioners focus on each person's strengths
3. Work promotes recovery and wellness
4. Practitioners work in collaboration with state vocational rehabilitation counselors
5. IPS uses a multidisciplinary team approach
6. Services are individualized and long lasting
7. The IPS approach changes the way mental health services are delivered

Practice Principles of IPS Supported Employment are as follows:

1. Focus on Competitive Employment: Agencies providing IPS services are committed to competitive employment as an attainable goal for people with serious mental illness seeking employment.
2. Eligibility Based on Client Choice: People are not excluded on the basis of readiness, diagnoses, symptoms, substance use history, psychiatric hospitalizations, homelessness, level of disability, or legal system involvement.
3. Integration of Rehabilitation and Mental Health Services: IPS programs are closely integrated with mental health treatment teams.
4. Attention to Worker Preferences: Services are based on each person's preferences and choices, rather than providers' judgments.

5. Personalized Benefits Counseling: Employment specialists help people obtain personalized, understandable, and accurate information about their Social Security, Medicaid, and other government entitlements.

6. Rapid Job Search: IPS programs use a rapid job search approach to help job seekers obtain jobs directly, rather than providing lengthy pre-employment assessment, training, and counseling.

7. Systematic Job Development: Employment specialists systematically visit employers, who are selected based on job seeker preferences, to learn about their business needs and hiring preferences.

8. Time-Unlimited and Individualized Support: Job supports are individualized and continue for as long as each worker wants and needs the support.

The Kentucky Office of Vocational Rehabilitation (KYOVR) is issuing this Request for Application (RFA) for the development of Supported Employment (SE) Programs utilizing the Individual Placement and Supports (IPS) Evidence Based Practice Model. This model has proven to be exceptionally successful in assisting consumers with severe and persistent mental illness gain and maintain employment. The program must address in the application the following.

1. Knowledge of the IPS Model, including the fidelity scale. (www.dartmouthips.org)
2. Plan for building and implementing the IPS program
3. Financial sustainability

B. Eligible Applicants

Eligible applicants are organizations approved by the Department of Behavioral Health as Substance Abuse Treatment Facilities and willing to become Supported Employment Providers (SE) by KYOVR by the beginning date of a Memorandum of Agreement (MOA) established with KY OVR. In addition, any applicant must be in 'good standing' with the Office of Vocational Rehabilitation and Kentucky State Government.

C. Funding/Awards

It is anticipated that up to two (2) programs will be funded at up to \$50,000 each. Selected programs will be funded for a one-year period, with a possibility of extension depending on available funding.

D. Unallowable Uses of Funding

These funds provided under SAPT Block Grant shall not be used:

- a. To provide inpatient services (except as noted below);
- b. To make cash payments to intended recipients of health services;

- c. To purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- d. To satisfy any requirements for the expenditure of non-Federal funds as a condition for the receipt of Federal funds; or
- e. To provide financial assistance to any entity other than a public or non-profit private entity.
- f. No part of any of these Federal appropriations shall be used other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself. Nor shall any part of these Federal appropriations be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

2. Application Selection Process

KYOVR reserves the right to accept or not accept any or all applications and make no awards under this announcement or make fewer awards than expected. KYOVR also reserves the right to make additional awards under this announcement consistent with Agency policy and guidance if additional funding becomes available after the original selections are made. Any additional selections for awards will be made no later than six (6) months after the original selection decisions.

Awards will be made on a competitive basis. Only complete applications submitted by the application deadline will be considered. A KYOVR committee will review each application and will assign points to each application based on the criteria described below. Applications will then be ranked and funding recommendations made according to ranking.

3. Proposal Narrative Requirements

The Project Narrative should be no more than 25 double-spaced pages in 12-font. The Project Narrative needs to address the following components. Points are allotted for each section and will be used as criteria in scoring application for selection for funding.

A. Design of the Proposed Project (40 Points)

The Design of the Proposed Project should include a description of:

-staff to be hired

- geographical area to be covered (e.g. county or counties of coverage)
- referral sources
- plan for integration with behavioral health provider(s)\
- timeframe for implementation

B. Organizational Capacity (20 Points)

The Organizational Capacity should include a description of:

- a) The applicant's experience in providing services to individuals with substance abuse and/or co-occurring disorders and other disabilities;
- b) The applicant agency as a whole;
- c) Duties, responsibilities and qualifications of staff to be employed by the project, including the qualifications of any existing staff that will be assigned to the project;
- d) How individuals with substance abuse and/or co-occurring disorders and minorities will be recruited as staff for the project.

C. Plan for Sustaining Project Efforts (10 Points)

The Plan for Sustaining Efforts should include a description of:

- a) A plan to address diminishing support for staffing after the project's first year;
- b) Efforts to identify possible funding sources to support project activities after grant funding ends;
- c) Other possible methods for continuing project activities.

D. Evaluation (10 Points)

The Evaluation should include a description of:

- a) A plan for evaluating the annual progress of the project based on the enumerated goals and objectives;
- b) A commitment to work with the KYOVR and contracted staff assigned to the project for technical assistance and oversight;
- c) A plan for the final evaluation of the project.

E. Budget with Justification (20 Points)

The Budget and Justification should include a description of:

- a) The detailed anticipated expenditures of the project to include administrative cost of up to 10%;
- b) A narrative justification for all anticipated expenditures;

4. Application Submittal

Please follow the Timeline below and do not submit additional items or forms. Please do not refer to websites or online tools in your application as the reviewers will evaluate only the materials provided in the application. This RFA notice describes all the information necessary to prepare a complete application package, as well as a description of the review process that will be used and the criteria and point system under which your application will be reviewed and ranked. Applicants should take these criteria into consideration when designing applications and should address them directly in their application. Applicants must submit applications in hard copy form and must submit an original and five (5) copies of the application materials described above (by mail, express delivery services, or hand delivery) to Lori Miller, Education & Workforce Development Cabinet, Administrative Services Branch, 232 CPT, 500 Mero Street, Frankfort, KY 40601. The original, signed package must be delivered by 4:00pm (EST) on October 2, 2015.

5. Timeline

All grant work must adhere as closely as possible to the timeline detailed below.

Date	Activity
August 28, 2015	RFA issue date
September 11, 2015	Q & A must be submitted via email to LoriB.Miller@ky.gov by 12:00 pm NOON (EST). All questions and responses will be issued via addendum on or around September 18, 2015.
October 2, 2015	RFA deadline and Grant Applications Due
October 16, 2015	Anticipated notification of selection
October 30, 2015	Anticipated award date & project start date
June 30, 2016	Grant end date

6. Payment for Grants

If a proposal is selected for funding, an initial 60-day forward payment may be made with quarterly reporting required. All further funds will be provided through quarterly invoices on a reimbursement basis. Any quarterly overpayments must be refunded during the succeeding quarter.

A copy of the quarterly invoice shall be submitted to:

Kari Skaggs
275 East Main St.
Mail Drop 2-EK

Frankfort, KY 40621

7. Additional Standard Terms and Conditions

A. Termination of Contract

Either party may terminate this agreement at any time for just cause, or either party may cancel this agreement with thirty (30) days written notice.

A contract may be terminated for the convenience of the commonwealth, for default by the contractor, or for non-appropriation, in accordance with 200 KAR 5:312.

B. Funding Out Provision

EWDC may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. EWDC shall provide Grantee thirty (30) calendar days written notice of termination of the contract.

C. Effective Date

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

D. Choice of Law and Form

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this contract. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this Contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

E. Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts

utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

F. Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

G. Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

H. Violation of Tax and Employment Laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

I. Minimum Wage for the Commonwealth's Service Providers

The contractor, and all subcontractors therein, shall pay to any worker directly performing a service called for in the contract, and to any person who provides a service ancillary thereto for at least 20% of his or her working time in any given work week, a minimum of \$10.10 per hour, or \$4.90 per hour for tipped employees, for those hours worked in connection with the contract.

See attachment for EO2015-370 Minimum Wage for State Employees and the Commonwealth's Service Providers.

8. Intent to Apply

In order to secure an adequate number of grant reviews, return the intent to apply form below via email to LoriB.Miller@ky.gov by 4:00 pm (EST) September 21, 2015.

Submitting an Intent to Apply form does not obligate you to submit an application. **In the subject line of the email, type RFA/KYOVR/applicant name/Intent.**

9. Application Cover Sheet

The Application Cover Sheet form below must be completed and returned with the application to be responsible.

INTENT TO APPLY

RFA to Kentucky Office of Vocational Rehabilitation Supported Employment Programs Grant

Please assist us in determining the number of reviewers needed to evaluate the Supported Employment Programs grant applications. **This notice does not bind you to submit an application.** The purpose of this notice is for planning only.

Please let us know if you plan to submit an application. You may respond by returning this form via email to LoriB.Miller@ky.gov.

Thank you for helping us plan for the review process.

ORGANIZATION:

APPLICANT AGENCY HEAD:

PROJECT COORDINATOR:

PROJECT COORDINATOR'S POSITION:

PHONE:

EMAIL:

Application Cover Sheet

This page must be complete and returned with the application to be responsive.

Organization Name:	
Agency Applying for Grant:	
Address:	
Contact Name:	
Contact email:	
GRANT PROJECT COORDINATOR:	
GRANT COORDINATOR'S EMAIL:	
FISCAL/BUDGET AGENT:	
FISCAL/BUDGET OFFICER PHONE	
FISCAL/BUDGET OFFICER'S EMAIL:	

I swear under oath, subject to penalty for perjury, that I am authorized to execute this document and assure that the attached application has been reviewed and approved for implementation by all stakeholders and the Organization/Agency will comply with all requirements, both technical and programmatic, pertaining to the Supported Employment Programs grant. I acknowledge that failure to comply may significantly impact future funding, in addition to any applicable penalties under law.

Other signature lines may be added as needed

Title: _____ Date: _____

Signature: _____

Notary Public

My commission expires

Notary seal

EXECUTIVE ORDER 2015-370

June 8, 2015

**MINIMUM WAGE FOR STATE EMPLOYEES AND THE
COMMONWEALTH'S SERVICE PROVIDERS**

WHEREAS, it is indisputable that all citizens and residents of the Commonwealth of Kentucky have the inherent and inalienable rights to enjoy their lives and liberty and to seek and pursue their safety and happiness; and

WHEREAS, the current required minimum wage of \$7.25 per hour for hourly workers and \$2.13 for tipped employees as established by state and federal law for all the employers in the Commonwealth is no longer sufficient to provide workers the means to achieve those inherent and inalienable rights; and

WHEREAS, studies consistently and overwhelmingly show that an increase in the minimum wage does not negatively impact collective employment, but instead results in faster job growth; and

WHEREAS, minimum wage workers are not typically teenagers working part-time but are adults trying to make ends meet — statistics show that 87.5% of minimum wage workers are adults over the age of 20 and that nearly the same percentage work at least 20 hours a week; and

WHEREAS, the Commonwealth of Kentucky commits significant resources to its employees and to the acquisition of services to be performed under contract; and

WHEREAS, it is the policy of this administration to increase efficiency and

cost savings in work performed for the Commonwealth of Kentucky; and

WHEREAS, requiring a higher wage to be paid to those working for and on behalf of the Commonwealth of Kentucky will lead to increased morale, productivity, and quality of the work performed and an accompanying decrease in turnover, training, and supervisory costs; and

WHEREAS, increasing the pay of the lowest-paid workers will enable them to be more self-sufficient and to move toward realizing the dream of a better life which is too often unachievable with their current wages; and

WHEREAS, economic forces necessitate a more competitive wage to attract and retain the best workers in the improved Kentucky job market; and

WHEREAS, Federal contracting rules now require that workers under certain federally funded state contracts be paid a minimum wage of \$10.10 per hour and \$4.90 per hour for tipped workers; and

WHEREAS, all individuals providing services to the Commonwealth should be paid the same minimum wage regardless of the identity of his or her employer:

NOW, THEREFORE, I, Steven L. Beshear, Governor of the Commonwealth of Kentucky, by virtue of the authority vested in me by Sections 69 and 81 of the Constitution of Kentucky and by Chapter 12 of the Kentucky Revised Statutes, do hereby DECLARE, ORDER and DIRECT that:

1. As of the effective date of this order, all Executive Branch employees shall be paid no less than \$10.10 per hour, or \$4.90 per hour for those workers who are "tipped employees" as defined by KRS 337.010(2)(d).
2. All contracts entered into or renewed by Executive Branch agencies with effective dates on or after the effective date of this order shall provide for a minimum wage of
 - A. \$10.10 per hour for ordinary workers; and
 - B. \$4.90 per hour for workers who are "tipped employees" as defined by KRS

337.010(2)(d).

3. The increased minimum wage requirements of this order shall apply to any worker directly performing the service called for in a contract and shall also apply to any person who spends at least 20% of his or her working time in a given work week providing a service ancillary to the services called for in a contract.
 4. Nothing in this order shall excuse noncompliance with any other Federal or State law, including prevailing wage laws, or any applicable law or municipal ordinance establishing a minimum wage higher than the minimum wage established under this order.
 5. This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the Commonwealth of Kentucky, its agencies, officers, or employees, and is not applicable to public universities.
 6. All employers in the Commonwealth, both public and private, are strongly encouraged to implement policies consistent with the terms of this order.
 7. All Executive Branch agencies, in conjunction with the Governor's Executive Cabinet, shall take all steps necessary to implement this order.
- This order is effective July 1, 2015.



STEVEN L. BESHEAR, GOVERNOR
Commonwealth of Kentucky



ALISON LUNDERGAN GRIMES
Secretary of State

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.
- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

ATTACHMENT B

Data Security and Breach Protocols

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site

- o to my immediate supervisor, Associate Commissioner, and
- o to the KDE Office for whom I perform work under the contract with KDE .

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

APPLIES TO SOLICITATIONS AND CONTRACTS FOR SERVICES

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements of Executive Order 2015-370 and will pay all workers working on or in connection with any contract awarded a minimum of \$10.10 per hour for all regular, hourly employees and a minimum of \$4.90 per hour for all tipped employees for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the

contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of

this ____ day of _____, 20__.

(Company Name)

Notary Public

[seal of notary]

My commission expires:
